

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI**

STEPHANIE MANN,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No.:
	)	
SAFECO INSURANCE COMPANY OF	)	
ILLINOIS,	)	
Serve at: Registered Agent	)	
CSC Lawyers Incorporating	)	
Service Company	)	
221 Bolivar	)	<b>JURY TRIAL DEMANDED</b>
Jefferson City, MO 65101	)	
	)	
Defendant.	)	

**COMPLAINT**

COMES NOW Plaintiff, Stephanie Mann, by and through counsel, Sauter Sullivan, LLC,  
and for her Cause of Action against Defendant, Safeco Insurance Company of Illinois  
[hereinafter “Safeco”], states as follows:

**ALLEGATIONS COMMON TO ALL COUNTS**

1. Plaintiff, Stephanie Mann, is an individual and resides in Jefferson County, State of Missouri.
2. Defendant, Safeco Insurance Company of Illinois, is a duly organized and existing foreign insurance company, with agents in the State of Missouri and operating under the laws of the State of Missouri.
3. The collision which gave rise to this action occurred in Jefferson County, Missouri.

4. On September 10, 2019, Safeco had in full force and effect a policy of insurance issued to Plaintiff Stephanie Mann, insuring a 2010 Toyota Camry, policy number Z4661268, providing underinsured motorist coverage under circumstances wherein a motor vehicle caused bodily injury to a covered person and the owner/operator of the motor vehicle causing or contributing to cause the accident had insufficient insurance to cover the injuries and damages sustained.

5. On September 10, 2019, Plaintiff was driving the 2010 Toyota Camry covered under her policy of insurance with Safeco.

6. On September 10, 2019 as Plaintiff was driving southbound on Interstate 55 in Jefferson County, when she was rear-ended by another driver, Angelica Johnson, at a high rate of speed.

7. Ms. Johnson was covered by a policy of insurance with Farmers Insurance Company with bodily injury liability coverage limits of \$25,000.00 per person.

8. The at-fault motorist was underinsured and was negligent and careless in causing the collision in the following respects:

- a. Operated her vehicle at a speed too fast for conditions then and there existing
- b. Failed to maintain control of her vehicle
- c. Failed to keep a careful lookout
- d. Failed to keep a safe driving distance
- e. Caused her vehicle to come into contact with the vehicle being driven by Plaintiff

9. Under the terms of Plaintiff's Safeco policy of insurance covering the at-fault driver is consider an underinsured motorist.

10. The underinsured motorist coverage under the above referenced insurance policy with Safeco is triggered by the collision as the at-fault driver had policy limits with Farmers of \$25,000.00 which have been paid subject to Safeco's written approval and Ms. Mann's damages sustained as a result of the accident exceed the \$25,000.00 bodily injury limits under Ms. Johnson's insurance policy with Farmers.

11. Stephanie Mann is a covered person for underinsured motorist benefits under this policy with Defendant Safeco.

12. Plaintiff has performed all conditions to be performed by Plaintiff under the terms of the above referenced insurance policy with Safeco.

13. Defendant Safeco has failed and refused to pay Ms. Mann's underinsured motorist benefits to adequately compensate Plaintiff for the injuries she sustained in this accident.

14. The denial by Safeco of Plaintiff's claim constitutes a breach of the insurance contract between the parties.

### **COUNT I – BREACH OF CONTRACT**

15. As and for Paragraph 15 of Count I of Plaintiff's Petition against Defendant, Plaintiff incorporates by reference, as if the same were fully set forth herein, the allegations set forth in Paragraphs 1 through 14 of the Allegations Common to All Counts.

16. As a result of the accident, Plaintiff sustained serious and permanent injuries to her neck, back and shoulders.

17. As a direct and proximate result of the injuries set forth above, Plaintiff has endured pain and suffering, has been compelled to submit to treatment by hospitals, physicians, nurses, therapist and other healthcare providers and has incurred medical expenses and shall incur further medical expenses in the future because of such injuries.

18. As a direct and proximate result of the injuries set forth above, Plaintiff has endured pain and suffering and permanent disability.

19. As a direct and proximate result of the injuries set forth above, Plaintiff has sustained a loss of income and will continue to incur a loss of income in the future because of such injuries.

WHEREFORE, Plaintiff, Stephanie Mann, respectfully requests judgment against Defendant, The Cincinnati Insurance Company, in an amount in excess of \$75,000.00 to be determined at trial, for an award of costs and for such other and further relief as the Court deems just and proper.

#### **COUNT II-VEXATIOUS REFUSAL**

20. Plaintiff realleges and incorporates by reference all allegations contained in the Allegations Common to All Counts and Count I of Plaintiff's Petition as if fully stated herein.

21. Defendant's failure to pay Plaintiff's claim for underinsured motorist coverage is in bad faith, willful, and without reasonable cause, and therefore, constitutes vexatious refusal to pay under Section 375.296 R.S.Mo.

WHEREFORE, Plaintiff prays for judgment against Defendant in the amount of 20% of the first \$1,500.00 of Plaintiff's respective damages, plus 10% of the amount of Plaintiff's

damages in excess of \$1,500.00, for reasonable attorney fees, for interest, for costs, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

**SAUTER SULLIVAN, LLC**

By: /s/ Carolyn G. Caruthers  
Carolyn G. Caruthers, #52943  
Attorney for Plaintiff  
3415 Hampton Avenue  
St. Louis, MO 63139  
Telephone: (314) 768-6800  
Facsimile: (314) 781-2726  
E-mail: [ccaruthers@ss-law.net](mailto:ccaruthers@ss-law.net)